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FILED IN THE  
U.S. DISTRICT COURT  
EASTERN DISTRICT OF WASHINGTON

May 26, 2022

SEAN F. MCAVOY, CLERK

10 UNITED STATES DISTRICT COURT  
11 FOR THE EASTERN DISTRICT OF WASHINGTON

12 UNITED STATES OF AMERICA,

13 Plaintiff,

14 v.

15 JAMES DREW BRADLEY,

16 Defendant.

Case No.: 2:20-CR-00034-RMP-1

Plea Agreement

Pursuant to Federal Rule of  
Criminal Procedure 11(c)(1)(C)

Global Disposition with the  
State of Washington

19 Plaintiff United States of America, by and through Vanessa R. Waldref, United  
20 States Attorney for the Eastern District of Washington, and David M. Herzog and/or  
21 Alison L. Gregoire, Assistant United States Attorneys for the Eastern District of  
22 Washington, and the State of Washington, by and through Larry Haskell, Prosecuting  
23 Attorney for Spokane County, Washington, and Eugene Cruz, Deputy Prosecuting  
24 Attorney for Spokane County, and Defendant JAMES DREW BRADLEY  
25 (“Defendant”), both individually and by and through Bevan Maxey, Defendant’s  
26 federal defense counsel, and Michelle Hess, Defendant’s state defense counsel, hereby  
27 agree to the following Plea Agreement.

1 Introduction

2 Defendant has been charged in state and federal court with a number of child  
3 exploitation offenses.

4 On August 15, 2019, Defendant was charged in Spokane County Superior  
5 Court, Case Number 19-1-03057-32, with Commercial Sexual Abuse of a Minor, in  
6 violation of RCW § 9.68A.100(1) (Count 1) and Attempted Rape of a Child in the  
7 Second Degree, in violation of RCW § 9A.44.076(1) (Count 2).

8 On March 3, 2020, a federal Grand Jury returned an Indictment charging  
9 Defendant with Attempted Online Enticement, in violation of 18 U.S.C. § 2422(b)  
10 (Count 1); Attempted Child Sex Trafficking, in violation of 18 U.S.C. §§ 1591(a)(1),  
11 (b)(1), 1594(a) (Count 2); Attempted Production of Child Pornography, in violation of  
12 18 U.S.C. § 2251(a), (e) (Count 3); Receipt and Attempted Receipt of Child  
13 Pornography, in violation of 18 U.S.C. § 2252A(a)(2)(A), (b)(1) (Count 4); and  
14 Possession of Child Pornography, in violation of 18 U.S.C. § 2252A(a)(5)(B), (b)(2)  
15 (Count 5).

16 Defendant wishes to resolve all of these federal and state charges as part of a  
17 single, global resolution. The United States Attorney's Office for the Eastern District  
18 of Washington and the Spokane County Prosecutor's Office agree to such a  
19 resolution, as set forth herein.

20 1. Guilty Plea and Maximum Statutory Penalties For Criminal Charges

21 Pursuant to Federal Rule of Criminal Procedure 11(c)(1)(C), Defendant agrees  
22 to enter a plea of guilty to Count 1 of the federal Indictment filed on March 3, 2020,  
23 charging Defendant with one count of Attempted Online Enticement, in violation of  
24 18 U.S.C. § 2422(b).

25 Defendant understands that Online Enticement, in violation of 18 U.S.C.  
26 § 2422(b), as charged in Count 1 of the Indictment, is a Class A felony offense that  
27 carries the following potential penalties: a term of imprisonment of no less than 10  
28 years and up to a lifetime; a term of Supervised Release of not less than 5 years and up

1 to a lifetime; a fine of up to \$250,000; restitution; mandatory registration as a sex  
2 offender; a \$100 special penalty assessment; and an additional mandatory special  
3 assessment of \$5,000 pursuant to the Justice for Victims of Trafficking Act ("JVTA")  
4 of 2015, absent a judicial finding of indigence.

5 Defendant understands that a violation of a condition of Supervised Release  
6 carries an additional penalty of re-imprisonment for all or part of the term of  
7 Supervised Release, pursuant to 18 U.S.C. § 3583(e)(3), without credit for time  
8 previously served on post-release supervision. Defendant also understands that he  
9 will be required to pay restitution and register as a sex offender.

10 2. The Court is Not a Party to the Agreement

11 The Court is not a party to this Plea Agreement and may accept or reject it.  
12 Defendant understands that sentencing is a matter solely within the discretion of the  
13 Court; that the Court is under no obligation to accept any recommendations made by  
14 the United States and/or by Defendant; that the Court will obtain an independent  
15 report and sentencing recommendation from the U.S. Probation Office; and that the  
16 Court may, in its discretion, impose any sentence it deems appropriate, up to the  
17 statutory maximums stated in this Plea Agreement.

18 3. Rule 11 Nature of the Plea Agreement

19 Defendant acknowledges that this Plea Agreement is entered pursuant to  
20 Federal Rule of Criminal Procedure 11(c)(1)(C) ("Rule 11(c)(1)(C)"). Pursuant to  
21 Rule 11(c)(1)(C), the United States and Defendant agree that the appropriate  
22 disposition of the case is 144 months (12 years) in custody, to be followed by a term  
23 of Supervised Release. The United States and Defendant agree to make those  
24 sentencing recommendations to the Court. Although the United States and Defendant  
25 agree to make these recommendations to the Court pursuant to Rule 11(c)(1)(C),  
26 Defendant acknowledges that no promises of any type have been made to him with  
27 respect to the sentence the Court will ultimately impose.  
28

1 Defendant understands that the Court is required to consider the applicable  
2 Guidelines sentencing range, but may vary upward or downward from that sentencing  
3 range.

4 Defendant understands that he may withdraw from this Plea Agreement if the  
5 Court imposes a term of imprisonment of greater than 144 months. Defendant also  
6 understands that the United States may withdraw from this Plea Agreement if the  
7 Court imposes a term of imprisonment of less than 144 months.

8 Defendant and the United States acknowledge that the imposition of any fine,  
9 restitution, and the length and conditions of Supervised Release are not part of the  
10 Rule 11(c)(1)(C) nature of this Plea Agreement; that parties are free to make any  
11 recommendation they deem appropriate as to the imposition of a fine, restitution, or  
12 length or conditions of Supervised Release; and that the Court will exercise its  
13 discretion in these regards. Defendant and the United States acknowledge that the  
14 Court's decisions regarding the imposition of a fine, restitution, and the length and  
15 conditions of Supervised Release will not provide a basis to withdraw Defendant's  
16 guilty pleas or withdraw from this Rule 11(c)(1)(C) Plea Agreement.

17 Pursuant to this Plea Agreement, the Spokane County Prosecutor's Office  
18 agrees to dismiss all pending criminal charges against Defendant, and not to file new  
19 charges arising from conduct by Defendant that occurred prior to the date that  
20 Defendant enters a guilty plea in United States District Court on the charges set forth  
21 herein, so long as the conduct giving rise to those charges was known to the Spokane  
22 County Prosecutor's Office at the time Defendant enters a guilty plea in the above-  
23 captioned case.

24 Defendant understands that this Plea Agreement does not limit any law  
25 enforcement agency or prosecuting authority from investigating and/or charging  
26 Defendant with any new criminal conduct or violations of Supervised Release that  
27 arise during or after his incarceration on these charges.

1 Defendant acknowledges that if either he or the United States successfully  
2 withdraws from this Plea Agreement, the Plea Agreement becomes a nullity, and  
3 neither the United States, nor the Spokane County Prosecutor's Office are bound by  
4 any representations within it.

5 4. Effect on Immigration Status

6 Defendant recognizes that pleading guilty may have consequences with respect  
7 to his immigration status if he is not a citizen of the United States. Under federal law,  
8 a broad range of crimes may be removable offenses, including the offense to which  
9 Defendant is pleading guilty. Removal and other immigration consequences are the  
10 subject of a separate proceeding, however, and Defendant understands that while  
11 deportation and/or removal appears to be a virtual certainty if he is not a citizen of the  
12 United States, no one, including his attorney or the District Court, can predict with  
13 absolute certainty the effect of his conviction on his immigration status. Defendant  
14 nevertheless affirms that he wants to plead guilty regardless of any immigration  
15 consequences that his plea may entail, even if automatic removal from the United  
16 States is a virtual certainty if he is not a United States citizen.

17 5. Waiver of Constitutional Rights

18 Defendant understands that by entering this guilty plea, Defendant is knowingly  
19 and voluntarily waiving certain constitutional rights, including:

- 20 a. The right to a jury trial;
- 21 b. The right to see, hear and question the witnesses;
- 22 c. The right to remain silent at trial;
- 23 d. The right to testify at trial; and
- 24 e. The right to compel witnesses to testify.

25 While Defendant is waiving certain constitutional rights, Defendant understands  
26 that Defendant retains the right to be assisted through the sentencing and any direct  
27 appeal of the conviction and sentence by an attorney, who will be appointed at no cost  
28 if Defendant cannot afford to hire an attorney.

1 Defendant expressly waives his right to bring pretrial motions and  
2 acknowledges that all defense motions currently pending before the Court are mooted  
3 by this Plea Agreement.

4 6. Elements of the Offense

5 The United States and Defendant agree that in order to convict Defendant of  
6 Attempted Online Enticement, in violation of 18 U.S.C. § 2422(b), as charged in  
7 Count 1 of the Indictment, the United States would have to prove beyond a reasonable  
8 doubt the following.

9 First, Defendant attempted to engage in online enticement, a crime that consists  
10 of the following elements:

- 11 a. Beginning on or before June 3, 2019, and continuing through on or  
12 about August 13, 2019 , within the Eastern District of Washington,  
13 Defendant used a facility or means of interstate commerce,  
14 namely, the Internet, to persuade, induce, entice, or coerce an  
15 individual who had not attained the age of 18 years, to engage in  
16 sexual activity;
- 17 b. Defendant could have been charged with a criminal offense for that  
18 sexual activity, namely, Rape of a Child in the Second Degree, in  
19 violation of WASH. REV. CODE § 9A.44.076; and
- 20 c. Defendant acted knowingly.

21 Second, Defendant took a substantial step in furtherance of the commission of  
22 the crime of online enticement. Specifically, Defendant made specific arrangements  
23 to meet in person with an individual whom he believed to be 12 years old, for the  
24 purpose of engaging in sexual conduct for which Defendant could have been charged  
25 with a criminal offense, and then Defendant went to the arranged location at the  
26 specified time to meet that individual for that purpose.

1           7.     Factual Basis and Statement of Facts

2           The United States and Defendant stipulate and agree that the following facts are  
3 accurate; that the United States could prove these facts beyond a reasonable doubt at  
4 trial; and that these facts constitute an adequate factual basis for Defendant's guilty  
5 pleas. This statement of facts does not preclude either party from presenting and  
6 arguing, for sentencing purposes, additional facts that are relevant to the Guidelines  
7 computation or sentencing, unless otherwise prohibited in this Agreement.

8           Beginning before June 3, 2019, and continuing through August 13, 2019, within  
9 the Eastern District of Washington, Defendant knowingly used the Internet to entice a  
10 person Defendant believed to be 12 years old to engage in sexual activity for which  
11 Defendant could have been charged with a criminal offense; namely, Rape of a Child  
12 in the Second Degree, in violation of WASH. REV. CODE § 9A.44.076.

13          Defendant communicated with an adult sex worker and an undercover officer  
14 using a text messaging platform that accessed the Internet, which Defendant  
15 acknowledges is a means and facility of interstate and foreign commerce.

16          In text exchanges with the adult sex worker, Defendant requested that she  
17 obtain a 12-year-old with whom Defendant could have sex. Then, on August 5, 2019,  
18 Defendant asked the adult sex worker "did you find what I am looking for?" and told  
19 her "Dam keep looking got faith in you." When the adult sex worker offered to have  
20 sex with Defendant instead, he told her "You can do it you can find a young one it's a  
21 thousand dollars to you you can do it." Defendant told the adult sex worker that the  
22 girl he wanted her to bring to him needed to be "young and want her for 24 hours . . .  
23 and virgin".

24          Instead, the adult sex worker went to law enforcement, and consented to a  
25 Spokane Police Department undercover officer taking over her cellular telephone and  
26 assuming her identity for purpose of communicating with Defendant. On August 8,  
27 2019, in a chat with the undercover officer (who was purporting to be the adult sex  
28 worker), Defendant said the following about the 12-year-old girl he was seeking:

1 I will be very gentle on her want your pussy her mouth be nice to her  
2 ass to at least for my tongue I'll try not to be too kinky but I will want  
3 her to pee in my mouth maybe more fist my ass will pay extra for  
4 anything anal but I want her connected to my cock in some way for  
the 24 hours how old is she?

5 Defendant also requested that the adult sex worker produce child pornography  
6 of the girl and distribute it to him: "Picture from the neck down no face pic . . . Picture  
7 of her tities pussy be nice I will want some thing of mine in her all the time." The  
8 undercover officer confirmed that the purported girl was twelve: "Sorry my battery  
9 was low. She is 12. I'm working on getting some pics for you. When do you want  
10 this to happen and where?" Defendant responded "Soon" and "I will get a motel."

11 Defendant continued to negotiate the terms of the encounter with the  
12 undercover officer, ultimately confirming that he had booked a room at the Apple  
13 Tree Hotel on Division Street in Spokane and offering to take the adult sex worker  
14 and the child to a meal at the nearby Peking North Chinese restaurant beforehand.  
15 Defendant's plan was to meet at 7:30 p.m. at the restaurant on August 13, 2019. In  
16 text communications, Defendant agreed to pay the purported adult sex worker \$1,000  
17 for sex with the child, or \$1,200 for anal sex with both the adult and the child, without  
18 condoms. Defendant told the undercover officer to "bring the young one."

19 On August 13, 2019, at about 7:00 p.m., Defendant drove to the Peking North  
20 Chinese restaurant in his truck. Defendant acknowledges that going to the restaurant  
21 on the arranged date and at the arranged time to meet a person he believed to be 12  
22 years old for sex constituted a substantial step in furtherance of the crimes of online  
23 enticement and Rape of a Child in the Second Degree.

24 Defendant was arrested in the parking lot and his cellular telephone, truck, and  
25 motel room were searched pursuant to search warrants. In his cellular telephone were  
26 his side of the exchanges with the adult sex worker and the undercover officer. In his  
27 truck were a number of vacuum-sealed packs containing large quantities of cash from  
28 marijuana sales. In his motel room were lubricant, condoms, and sex toys.



1       8.     Agreements Regarding Dismissals, Additional Charges, and Sentence  
2             Calculations

3             a.     Agreements to Dismiss and Not File Additional Charges

4       The United States Attorney's Office for the Eastern District of Washington  
5 agrees that at the time of sentencing, the United States will move to dismiss Counts 2,  
6 3, 4, and 5 of the Indictment filed on March 3, 2020, which charge Defendant with:  
7 Attempted Child Sex Trafficking, in violation of 18 U.S.C. §§ 1591(a)(1), (b)(1),  
8 1594(a) (Count 2); Attempted Production of Child Pornography, in violation of 18  
9 U.S.C. § 2251(a), (e) (Count 3); Receipt/Attempted Receipt of Child Pornography, in  
10 violation of 18 U.S.C. § 2252A(a)(2)(A), (b)(1) (Count 4); and Possession of Child  
11 Pornography, in violation of 18 U.S.C. § 2252A(a)(5)(B), (b)(2) (Count 5).

12       The United States Attorney's Office for the Eastern District of Washington and  
13 the Spokane County Prosecutors' Office agree not to bring additional charges against  
14 Defendant based on information in their possession at the time of this Plea Agreement,  
15 unless Defendant breaches this Plea Agreement prior to sentencing in this case.

16       Defendant understands that the United States Attorney's Office for the Eastern  
17 District of Washington and the Spokane County Prosecutors' Office are each free to  
18 criminally prosecute Defendant for any other past unlawful conduct or any unlawful  
19 conduct that occurs after the date of this Plea Agreement, so long as that conduct was  
20 not known to the United States Attorney's Office for the Eastern District of  
21 Washington and/or the Spokane County Prosecutors' Office, respectively, on the date  
22 that Defendant enters into a federal guilty plea based on this Plea Agreement.

23       If Defendant's guilty plea and this Plea Agreement are both accepted by the  
24 Court and Defendant is sentenced in federal court to a term of 144 months of  
25 confinement and a term of federal Supervised Release, then: following the sentencing  
26 hearing in Defendant's federal case, the Spokane County Prosecutor's Office agrees to  
27 dismiss the following charges in Spokane County Superior Court Case Number 19-1-  
28 03057-32, alleged in an Information filed on August 15, 2019:

- i. Commercial Sexual Abuse of a Minor, in violation of RCW § 9.68A.100(1) (Count 1); and
- ii. Attempted Rape of a Child in the Second Degree, in violation of RCW § 9A.44.076(1) (Count 2).

b. Agreements Regarding Seven Days of Time-Served Credit

The United States agrees not to oppose a request by Defendant that this Court calculate Defendant's 144-month sentence in a manner that gives Defendant credit against his federal sentence for the time he served in state custody after being arrested on related state charges on August 13, 2019.

The United States and Defendant agree that Defendant was arrested by state authorities for the conduct giving rise to his state and federal charges on August 13, 2019, and that Defendant posted bond in his state case on August 19, 2019. Accordingly, the United States and Defendant agree that Defendant served no more than seven days in state custody on the state charges related to the charges in his federal Indictment.

The United States agrees that if the Court elects to impose a 144-month total sentence that gives Defendant credit for the seven days he served in state custody on related state charges, the United States will take the position that Defendant's sentence falls within the Rule 11(c)(1)(C) nature of this Plea Agreement, and the United States will not withdraw from this Plea Agreement on that basis.

Defendant acknowledges that the Court has discretion to grant or deny Defendant's request for such a time-served calculation, and Defendant agrees not to seek to withdraw from this Plea Agreement, or otherwise appeal or challenge the Court's decision to grant or deny any request for such a calculation. Thus, if the Court denies Defendant's request to calculate his federal sentence by taking into account the seven days he served in state custody, Defendant acknowledges that he will not be permitted to withdraw from this Plea Agreement, or challenge that decision by filing an appeal or any other challenge.

1           **9.     United States Sentencing Guideline Calculations**

2           Defendant understands and acknowledges that the United States Sentencing  
3 Guidelines (“U.S.S.G.” or “Guidelines”) apply and that the Court will determine  
4 Defendant’s advisory range at the time of sentencing, pursuant to the Guidelines.  
5 Defendant and the United States agree to the following Guidelines calculations.

6                 **a.     Count 1: Attempted Online Enticement**

7           The United States and Defendant agree that, absent the application of the cross-  
8 reference set forth at U.S.S.G. § 2G1.3(c)(1), the following calculations apply:

9

Base Offense Level and Adjustments		Guideline Section
Attempted Online Enticement	28	U.S.S.G. § 2G1.3(a)(3)
Use of a Computer to Solicit Participation	+2	U.S.S.G. § 2G2.1(b)(3)
Commercial Sex Act	+2	U.S.S.G. § 2G2.1(b)(4)(B)
Total	32	

12

13                 **b.     Application of Cross Reference**

14           The United States and Defendant also agree that the cross-reference set forth at  
15 U.S.S.G. § 2G1.3(c)(1) applies in this case, because Defendant’s requests for  
16 photographs of the “pussy” of a person he believed to be a minor constituted conduct  
17 involving inducing a minor to engage in sexually explicit conduct for the purpose of  
18 producing a visual depiction of that conduct. Accordingly, the United States and  
19 Defendant agree that because the Guidelines calculations are higher under U.S.S.G.  
20 § 2G2.1 than under U.S.S.G. § 2G1.3, the following calculations apply in this case:

21

Base Offense Level and Adjustments		Guideline Section
Attempted CP Production base offense level	32	U.S.S.G. § 2G2.1(a)(1)
Victim Between Ages of 12-16	+2	U.S.S.G. § 2G2.1(b)(1)(B)
Use of a Computer	+2	U.S.S.G. § 2G2.1(b)(6)(B)(i), (ii)
Total	36	

24

25                 **c.     No Other Agreements**

26           The United States and Defendant have no other agreements regarding the  
27 Guidelines or the application of any Guidelines enhancements, departures, or  
28 variances.

1 Defendant understands and acknowledges that so long as the United States  
2 recommends a total sentence of incarceration of 144 months, the United States is free  
3 to make any sentencing arguments it sees fit, including arguments arising from  
4 Defendant's uncharged conduct, conduct set forth in charges that will be dismissed  
5 pursuant to this Agreement, and Defendant's relevant conduct.

6 d. Recommendations to the Court

7 Defendant agrees not to dispute or challenge any of the Guidelines analyses or  
8 calculations set forth herein. Regardless of any calculations made by the United  
9 States Probation Office or Court, the United States and Defendant agree to  
10 recommend that the Court impose a final sentence of 144 months (12 years), followed  
11 by a term of Supervised Release.

12 e. Acceptance of Responsibility

13 The United States will recommend that Defendant receive a three-level  
14 downward adjustment for acceptance of responsibility, pursuant to U.S.S.G.  
15 § 3E1.1(a), (b), if Defendant: accepts this Plea Agreement and enters a guilty plea at  
16 the first Court hearing that takes place after May 9, 2022; demonstrates a recognition  
17 and an affirmative acceptance of personal responsibility for his criminal conduct;  
18 provides complete and accurate information during the sentencing process; and does  
19 not commit any obstructive conduct.

20 Defendant and the United States agree that the United States may at its option  
21 and upon written notice to Defendant, not recommend a downward reduction for  
22 acceptance of responsibility if, prior to the imposition of sentence, Defendant is  
23 charged with, or convicted of, any criminal offense, or if Defendant tests positive for  
24 any controlled substance.

25 f. Criminal History

26 The United States and Defendant have no agreement and make no  
27 representations as to Defendant's criminal history category, which will be determined  
28 by the Court after the Presentence Investigative Report is completed.

1           10.   Incarceration

2           Pursuant to Federal Rule of Criminal Procedure 11(c)(1)(C), the United States  
3 and Defendant agree that a fair and just term of incarceration for Defendant is 144  
4 months, to be followed by Supervised Release. The United States and Defendant each  
5 agree to recommend a term of incarceration of 144 months. If the Court does not  
6 accept Defendant's guilty plea or Plea Agreement, or sentences Defendant to a term of  
7 imprisonment greater or lesser than 144 months, Defendant and/or the United States  
8 may withdraw from this Plea Agreement and the Agreement will be null and void.

9           11.   Supervised Release

10          The United States reserves the right to recommend a lifetime term of  
11 Supervised Release. Defendant may argue for a term of Supervised Release that is  
12 less than the remainder of his lifetime but may not argue for a term of Supervised  
13 Release of less than five years. The United States and Defendant have no agreement  
14 as to the conditions of Supervised Release that the Court will impose, except as set  
15 forth herein. Defendant acknowledges that the Court's decision regarding the length  
16 and conditions of Supervised Release is final, non-appealable, and not part of the Rule  
17 11(c)(1)(C) nature of this Plea Agreement; that is, even if Defendant is unhappy with  
18 the length or conditions of Supervised Release ordered by the Court, those will not be  
19 bases on which he may withdraw his guilty plea, withdraw from this Plea Agreement,  
20 or appeal his conviction, sentence, or the length or conditions of Supervised Release.

21          The United States and Defendant agree to recommend that in addition to the  
22 standard conditions of Supervised Release and the special conditions of Supervised  
23 Release that are imposed in all child sex offender cases in this District, the Court  
24 impose the following conditions:

- 25               a.    The United States Probation Officer may conduct, upon reasonable  
26                      suspicion, and with or without notice, a search of Defendant's  
27                      person, residences, offices, vehicles, belongings, and areas under  
28                      Defendant's exclusive or joint control.

1           b. Defendant shall report to the Probation Office any and all  
2           electronic communications service accounts, as defined in 18  
3           U.S.C. § 2510(15) used for user communications, dissemination  
4           and/or storage of digital media files (i.e. audio, video, images).  
5           This includes, but is not limited to, email accounts, social media  
6           accounts, and cloud storage accounts. Defendant shall provide  
7           each account identifier and password, and shall report the creation  
8           of new accounts, changes in identifiers and/or passwords, transfer,  
9           suspension and/or deletion of any account within 5 days of such  
10          action. Failure to provide accurate account information may be  
11          grounds for revocation. The Probation Office is permitted to  
12          access and search any accounts using Defendant's credentials  
13          pursuant to this condition only when reasonable suspicion exists  
14          that Defendant has violated a condition of his supervision and that  
15          the accounts to be searched contain evidence of this violation.

16          12. Criminal Fine

17          The United States and Defendant are free to make whatever recommendation  
18          concerning the imposition of a criminal fine that they believe is appropriate.  
19          Defendant acknowledges that the Court's decision regarding a fine is final, non-  
20          appealable, and not part of the Rule 11(c)(1)(C) nature of this Plea Agreement; that is,  
21          even if Defendant is unhappy with a fine ordered by the Court, that will not be a basis  
22          to withdraw his guilty plea, withdraw from this Plea Agreement, or appeal his  
23          conviction, sentence, or fine.

24          13. Judicial Forfeiture

25          Defendant agrees to voluntarily forfeit and relinquish to the United States all  
26          right, title and interest in all assets listed herein, and hereby agrees to execute any and  
27          all forms and pleadings necessary to effectuate such forfeiture of assets, including, but  
28          not limited to the following:

- a. A Verizon Droid cellular telephone, with a cracked screen, in a black Incipio case;
- b. An Acer laptop computer, Model N12Q9, Serial No.: NXG15AA01615043D87600; and
- c. A Black Samsung Galaxy Note 9 cellular telephone.

Defendant stipulates that he is the sole owner of the assets listed above and that no one else has an interest in these assets.

Defendant acknowledges that the assets listed above, which he is agreeing to forfeit, are subject to forfeiture, pursuant to 18 U.S.C. § 2428, as property used or intended to be used in any manner or part to commit or to facilitate the commission of Attempted Online Enticement, in violation of 18 U.S.C. § 2422(b), to which he is pleading guilty.

Defendant agrees to take all steps requested by the United States to pass clear title to these assets to the United States, and to testify truthfully in any forfeiture proceeding.

Defendant agrees to hold harmless all law enforcement agents/officers, and the United States, its agents, and its employees from any claims whatsoever arising in connection with the seizure and/or forfeiture of the assets listed above.

Defendant waives further notice of any federal, state or local proceedings involving the forfeiture of the seized assets that he is agreeing to forfeit in this Plea Agreement.

Defendant further agrees to waive all constitutional, equitable and statutory challenges in any manner (including direct appeal, habeas corpus, or any other means) to any forfeiture carried out in accordance with this Plea Agreement on any grounds, including that the forfeiture constitutes an excessive fine or punishment.

Defendant knowingly and voluntarily waives his right to a jury trial on the forfeiture of the assets. Defendant waives oral pronouncement of forfeiture at the time of sentencing, and any defects that may pertain to the forfeiture.

1           14.   Mandatory Special Penalty Assessment

2           Defendant agrees to pay the \$100 mandatory special penalty assessment to the  
3 Clerk of Court for the Eastern District of Washington, at or before sentencing,  
4 pursuant to 18 U.S.C. § 3013 and shall provide a receipt from the Clerk to the United  
5 States before sentencing as proof of this payment. Defendant agrees that pursuant to  
6 the JVT A, an additional mandatory special assessment of \$5,000 must be imposed  
7 upon conviction, absent a judicial finding of indigence.

8           15.   Restitution

9           The United States and Defendant agree that Defendant will pay \$3,000 in  
10 restitution to any victim of a child pornography offense whose image Defendant  
11 received or possessed, regardless of the United States' agreement to dismiss Count 4  
12 at the time of sentencing, if a victim makes a restitution request before the sentencing  
13 hearing in this case. *See* 18 U.S.C. §§ 2259, 3663A, and 3664. The United States and  
14 Defendant agree that at the time of the entry of this Plea Agreement, neither the  
15 United States nor Defendant are aware of any restitution requests by victims.

16           Pursuant to 18 U.S.C. § 3663(a)(3), Defendant voluntarily agrees to pay the  
17 agreed restitution for all losses caused by Defendant's individual conduct, in exchange  
18 for the United States not bringing additional potential charges, regardless of whether  
19 counts associated with such losses will be dismissed as part of this Plea Agreement.  
20 With respect to restitution, the United States and Defendant agree to the following:

21               a.   Restitution Amount and Interest

22           The United States and Defendant stipulate and agree that, pursuant to 18 U.S.C.  
23 §§ 3663, 3663A and 3664, the Court should order restitution in an amount of \$3,000  
24 per requesting victim, and that any interest on this restitution amount, if any, should  
25 be waived.

26               b.   Payments

27           To the extent restitution is ordered, the United States and Defendant agree that  
28 the Court will set a restitution payment schedule based on his financial circumstances.



1 See 18 U.S.C. § 3664(f)(2), (3)(A). That being said, Defendant agrees to pay not less  
2 than 10% of his net monthly income towards his restitution obligations.

3 c. Treasury Offset Program and Collection

4 Defendant understands the Treasury Offset Program ("TOP") collects  
5 delinquent debts owed to federal agencies. If applicable, the TOP may take part or all  
6 of Defendant's federal tax refund, federal retirement benefits, or other federal benefits  
7 and apply these monies to Defendant's restitution obligations. See 26 U.S.C.  
8 § 6402(d); 31 U.S.C. § 3720A; 31 U.S.C. § 3716.

9 Defendant also understands that the United States may, notwithstanding the  
10 Court-imposed payment schedule, pursue other avenues to ensure the restitution  
11 obligation is satisfied, including, but not limited to, garnishment of available funds,  
12 wages, or assets. See 18 U.S.C. §§ 3572, 3613, and 3664(m). Nothing in this  
13 acknowledgment shall be construed to limit Defendant's ability to assert any  
14 specifically identified exemptions as provided by law, except as set forth in this Plea  
15 Agreement. Until a fine or restitution order is paid in full, Defendant agrees fully to  
16 disclose all assets in which he has any interest or over which he exercises control,  
17 directly or indirectly, including those held by a spouse, nominee or third party. Until  
18 such time as the fine or restitution order is paid in full, Defendant agrees to provide  
19 waivers, consents or releases requested by the U.S. Attorney's Office to access  
20 records to verify the financial information.

21 d. Notifications and Waivers

22 Defendant agrees to notify the Court and the United States of any material  
23 change in his economic circumstances (e.g., inheritances, monetary gifts, changed  
24 employment, or income increases) that might affect his ability to pay restitution. See  
25 18 U.S.C. § 3664(k).

26 Defendant agrees to notify the United States of any address change within 30  
27 days of that change. See 18 U.S.C. § 3612(b)(1)(F).

28 These obligations ceases when Defendant's restitution is paid-in-full.

1 Defendant acknowledges that the Court's decision regarding restitution is final,  
2 non-appealable, and not part of the Rule 11(c)(1)(C) nature of this Plea Agreement;  
3 that is, even if Defendant is unhappy with the amount of restitution ordered by the  
4 Court, that will not be a basis to withdraw his guilty plea, withdraw from this Plea  
5 Agreement, or appeal his conviction, sentence, or restitution order.

6 16. Assets

7 Defendant voluntarily agrees to abandon and relinquish all right, title, and  
8 interest in all assets and/or items seized by the Federal Bureau of Investigation or  
9 Spokane Police Department during the investigation of this case. Defendant  
10 voluntarily consents to the destruction of all assets and/or items seized by the Federal  
11 Bureau of Investigation or Spokane Police Department during the investigation of this  
12 case. Defendant agrees to hold harmless all law enforcement agents and the United  
13 States and Spokane County, their agents, and their employees from any claims  
14 whatsoever arising in connection with the seizure, abandonment, and/or destruction of  
15 all assets and/or items seized by the Federal Bureau of Investigation or Spokane  
16 Police Department during the investigation of this case. Defendant further waives  
17 notice of any federal, state, or local proceedings involving the seizure, abandonment  
18 and/or destruction of all assets and/or items seized by the Federal Bureau of  
19 Investigation or Spokane Police Department during the investigation of this case.

20 17. Payments While Incarcerated

21 If Defendant lacks the financial resources to pay the monetary obligations  
22 imposed by the Court, he agrees to earn money to pay toward these obligations by  
23 participating in the Bureau of Prisons' Inmate Financial Responsibility Program.

24 18. Additional Violations of Law Can Void Plea Agreement

25 The United States and Defendant agree that the United States may, at its option  
26 and upon written notice to the Defendant, withdraw from this Plea Agreement or  
27 modify its sentencing recommendation if, prior to the imposition of sentence,  
28 Defendant is convicted of any crime or tests positive for any controlled substance.

1        19.    Waiver of Appeal Rights

2        Defendant understands that he has a limited right to appeal or challenge the  
3 conviction and sentence imposed by the Court. In return for the concessions that the  
4 United States has made in this Plea Agreement, Defendant agrees to waive his right to  
5 appeal his conviction and sentence if the Court imposes a term of imprisonment  
6 pursuant to the terms of this Rule 11(c)(1)(C) plea agreement, including the  
7 requirement that he must register as a sex offender upon his release from prison.

8        If the Court sentences Defendant above the Rule 11(c)(1)(C) terms of this  
9 Agreement, or indicates its intention to do so, and Defendant chooses *not* to withdraw,  
10 then the following applies: Defendant agrees to waive his right to appeal his  
11 conviction and sentence if the Court imposes a prison term no higher than the high  
12 end of the applicable guideline range as determined by the Court. If, under these  
13 circumstances, the Court imposes a sentence higher than the high end of the  
14 Guidelines range as determined by the Court, Defendant may appeal only the  
15 substantive reasonableness of his sentence.

16        Defendant waives his right to appeal any restitution order imposed by the Court.

17        Defendant expressly waives the right to file any post-conviction motion  
18 attacking his conviction and sentence, including a motion pursuant to 28 U.S.C.  
19 § 2255, except one based on ineffective assistance of counsel arising from information  
20 not now known by Defendant and which, in the exercise of due diligence, Defendant  
21 could not know by the time the Court imposes sentence. Should Defendant  
22 successfully move to withdraw from this Plea Agreement or should Defendant's  
23 conviction be set aside, vacated, reversed, or dismissed under any circumstance, this  
24 Plea Agreement shall become null and void and the United States may prosecute  
25 Defendant on all available charges. Nothing in this Plea Agreement shall preclude the  
26 United States from opposing any post-conviction motion for a reduction of sentence  
27 or other attack upon the conviction or sentence, including, but not limited to, writ of  
28 habeas corpus proceedings brought pursuant to 28 U.S.C. § 2255.

1           20.   Sex Offender Registration

2           Defendant understands that by pleading guilty, he will be required to register as  
3 a sex offender upon his release from prison as a condition of Supervised Release,  
4 pursuant to 18 U.S.C. § 3583(d). Defendant also understands that independent of his  
5 term of Supervised Release, he will be subject to federal and state sex offender  
6 registration requirements, and that those requirements may apply throughout his  
7 lifetime. Defendant agrees that during the duration of his registration requirement, he  
8 will keep his registration current with the state sex offender registration agency or  
9 agencies of any state in which he lives or resides for more than 72 hours. Defendant  
10 agrees that during the duration of his registration requirement, he will notify the state  
11 sex offender registration agency or agencies of any state in which he lives or resides  
12 for more than 72 hours of changes to his name, place of residence, place of  
13 employment, education, or religious worship, and any other information required by  
14 such agency or agencies.

15           Defendant agrees that he will verify his sex offender registration information  
16 with state sex offender registration agency or agencies of any state in which he lives  
17 or resides for more than 72 hours. Defendant understands that he will be subject to  
18 possible federal and state penalties for failure to comply with any such requirements.

19           Defendant acknowledges that if he resides in the State of Washington following  
20 his release from prison, he will be subject to the registration requirements of RCW  
21 § 9A.44.130. Defendant further understands that, under 18 U.S.C. § 4042(c), notice  
22 will be provided to certain law enforcement agencies upon his release from  
23 confinement following conviction.

24           As a condition of Supervised Release, Defendant shall initially register with the  
25 state sex offender registration of the state of his release, and shall also register with the  
26 state sex offender agency in any state where defendant resides, is employed, works, or  
27 is a student, as directed by the Probation Officer. Defendant shall provide proof of  
28 registration to the Probation Officer within 72 hours of release from imprisonment.

1       21.   Withdrawal or Vacatur of Defendant's Plea

2       Should Defendant successfully move to withdraw from this Plea Agreement or  
3 should Defendant's conviction be set aside, vacated, reversed, or dismissed under any  
4 circumstance, then the following provisions will apply:

- 5           a.    This Plea Agreement shall become null and void;
- 6           b.    The United States and Spokane County may prosecute Defendant  
7                on any count to which he has pleaded guilty, as well as any other  
8                available charge;
- 9           c.    The United States and Spokane County may reinstate any counts  
10               that have been dismissed, have been superseded by the filing of an  
11               Information, or were not charged because of this Plea Agreement;
- 12          d.    The United States and Spokane County may file any new charges  
13               that would otherwise be barred by this Agreement;
- 14          e.    The United States and Spokane County may prosecute Defendant  
15               on all available charges involving or arising from the incidents  
16               charged in any charging instrument in this case or the case in  
17               Spokane County;
- 18          f.    The decision to pursue any or all of these options is solely in the  
19               discretion of the United States Attorney's Office and/or the  
20               Prosecuting Attorney's Office for Spokane County;
- 21          g.    Defendant agrees to waive any objections, motions, and defenses  
22               he might have to the United States' or Spokane County's decision  
23               about how to proceed, including a claim that the United States has  
24               violated Double Jeopardy; and
- 25          h.    Defendant agrees not to raise any objections based on the passage  
26               of time, including but not limited to, alleged violations of any  
27               statutes of limitation or any objections based on the Speedy Trial  
28               Act or the Speedy Trial Clause of the Sixth Amendment.

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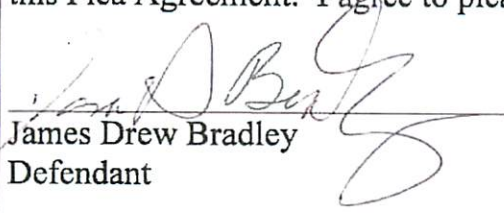
1 Agreed and submitted on behalf of the Spokane County Prosecutor's Office.

2 Larry Haskell  
3 Spokane County Prosecuting Attorney

4  
5 Eugene Cruz  
6 Deputy Prosecuting Attorney

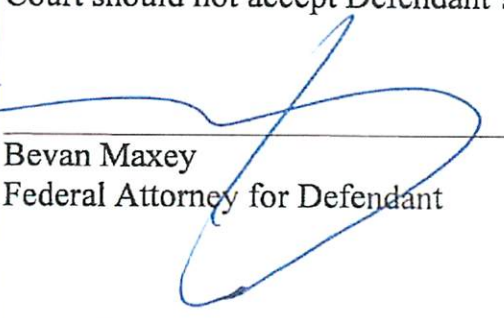
\_\_\_\_\_  
Date

7 I have read this Plea Agreement and have carefully reviewed and discussed  
8 every part of the agreement with my attorney. I understand and voluntarily enter into  
9 this Plea Agreement. I have consulted with my attorney about my rights, I understand  
10 those rights, and I am satisfied with the representation of my attorney in this case. No  
11 other promises or inducements have been made to me, other than those contained in  
12 this Plea Agreement and no one has threatened or forced me in any way to enter into  
13 this Plea Agreement. I agree to plead guilty because I am guilty.

14  
15   
16 James Drew Bradley  
17 Defendant

\_\_\_\_\_  
Date

18 I have read the Plea Agreement and have discussed the contents of the  
19 agreement with my client. The Plea Agreement accurately and completely sets forth  
20 the entirety of the agreement between the parties. I concur in my client's decision to  
21 plead guilty as set forth in the Plea Agreement. There is no legal reason why the  
22 Court should not accept Defendant's pleas of guilty.

23  
24   
25 Bevan Maxey  
26 Federal Attorney for Defendant

\_\_\_\_\_  
Date

27 Michelle Hess  
28 State Attorney for Defendant

\_\_\_\_\_  
Date

1 Agreed and submitted on behalf of the Spokane County Prosecutor's Office.

2 Larry Haskell  
3 Spokane County Prosecuting Attorney

4  2-7-14  
5 Eugene Cruz  
6 Deputy Prosecuting Attorney

April 26, 2022  
Date

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26 Federal Attorney for Defendant

\_\_\_\_\_  
Date

27 \_\_\_\_\_  
28 Michelle Hess  
State Attorney for Defendant

\_\_\_\_\_  
Date



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3 Spokane County Prosecuting Attorney

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17 Defendant

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21 plead guilty as set forth in the Plea Agreement. There is no legal reason why the  
22 Court should not accept Defendant's pleas of guilty.  
23

24 Bevan Maxey \_\_\_\_\_ Date \_\_\_\_\_  
25 Federal Attorney for Defendant

26  
27 Michelle Hess AS to state 5/9/22  
28 Michelle Hess charges only Date  
State Attorney for Defendant